

EXHIBIT 4



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The City of Detroit Office of Contracting and Procurement (OCP) requests proposals from qualified firms to provide police authorized towing services for the Detroit Police Department (DPD).

Eligible companies may (1) submit a proposal for a contract to tow and, where appropriate, store vehicles at the company's tow lot, or (2) submit a proposal for a contract to only tow vehicles for the DPD to one of the DPD's tow lots and not be responsible for storing the vehicle.

1. MINIMUM QUALIFICATIONS

Proposals will only be accepted from those firms demonstrating a minimum of five (5) years of experience providing the services requested in the RFP for projects of similar scope and size.

2. ADHERENCE TO TERMS OF PROPOSALS

A proposal, once accepted by the City of Detroit, may become a binding contractual obligation of the respondent. The failure of a successful respondent to accept this obligation and to adhere to the terms of the respondent's proposal may result in rejection of the proposal and the cancellation of any provisional award to the respondent.

3. REJECTION OF PROPOSALS

The City of Detroit expressly reserves the right to reject any and all proposals, waive any non-conformity, re-advertise for proposals, to withhold the award for any reason the City determines and/or to take any other appropriate action that is in the best interest of the City.

4. BACKGROUND/DESCRIPTION OF ENVIRONMENT

The City of Detroit is responsible for maintaining clean, safe, and functional streets. Citizens are entitled to a well-managed vehicle towing system that affords them a high level of customer service, convenience, courtesy, and professionalism. Accordingly, the City will award contracts to a number of private tow companies to provide police authorized towing services for the Detroit Police Department (DPD).

5. AWARD CLAUSE INCLUDING RENEWAL OPTIONS

If a contract is awarded as a result of this RFP it will be a City of Detroit Professional Services Contract (sample attached). The term of the contract will be for five (5) years. The City anticipates up to fifteen (15) awards as a result of the RFP.

6. OPERATIONAL INFORMATION

The respondent is expected to provide service in accordance with the terms of the executed contract and under the rules, regulations, and supervision of the City.

All tow service providers ("Towers") must abide by all state, local, and federal laws, and any administrative rules that may apply to any aspect of their operation.

7. SCOPE OF WORK

The Contractor shall provide police authorized towing and recovery services for the DPD. This includes, but is not limited to, the removal of motor vehicles, motorcycles,



mopeds, boats, recreational vehicles, safes, ATM machines, and other items to a place of safekeeping as set forth in Attachment A. Contracts will be awarded to prospective towers in accordance with the requirements of this RFP.

8. TECHNICAL INFORMATION

Refer to the information contained under Attachment A. Towers shall be compensated according to the tow rates as approved by the Detroit City Council. The most recent approved rates are included under Attachment B. The rates are subject to change by the Detroit City Council.

Notwithstanding the information set forth under Attachment A, selected vendors will be permitted to tow motor vehicles, motorcycles, mopeds, boats, recreational vehicles, safes, ATM machines, and other items to the DPD's Grand River Lot once construction of the lot has been fully completed.

9. RESPONDENT PERFORMANCE HISTORY

The respondent shall provide the following information:

- a. Identify in detail at least three (3) similar projects by name, subject matter, location, respondent's services provided and the length of time respondent's service were provided on each (use attached reference form). Included in this information shall be the description of services provided and the time period during which the services were provided;
- b. Identify the respondent's key personnel working on the projects identified in "section a" above;
- c. Identify any projects in which the respondent's contract was terminated for any reason;
- d. Identify any claims and lawsuits that have been brought against your organization as a result of any services provided within the last ten (10) years;
- e. Attach your organization's financial statements (CPA Certified) for the previous three years. If CPA Certified financial statements are not available, the City will accept unaudited financial statements for years 2019; 2020 and statements certified as correct by the tower's CFO or CEO for 2021; however, if the tower is selected, the tower must submit audited 2021 financial statements within 6 months of selection. The City reserves the right to request audited financial statements for future years; and
- f. Provide an organization chart indicating the key personnel who will provide services resulting from this RFP. Also provide a resume for each of the key personnel.

10. EVALUATION CRITERIA

Technical Proposals will be evaluated before Cost Proposals are reviewed.

1. Quality of response to this RFP, including required disclosures – 25 points.
2. Number and variety of trucks and towing equipment that will be used to carry out police authorized towing services, as well as any additional services related to the transportation of vehicles (e.g., loader services, long-distance tows, etc.), including the costs for such additional services – 20 points.



3. Experience and past performance as a tower for a government agency other than the DPD or for a private entity of comparable size — 15 points.
4. Experience and past performance as a DPD police authorized tower within the last five years — 5 points max (points will be reduced based on evidence of poor performance).

65 Points Maximum-Technical Proposal

PHASE ONE CRITERIA – NON-ECONOMIC DEVELOPMENT **65 Points**

Maximum points for Phase One Criteria not to exceed sixty five (65) points.

PHASE TWO CRITERIA – PRIME CONTRACTOR ECONOMIC DEVELOPMENT

Detroit headquartered business 15 points

Detroit based business 5 points

Maximum points for Phase Two not to exceed fifteen (15) points.

PHASE THREE CRITERIA ECONOMIC DEVELOPMENT & CONTRACT PERFORMANCE OF PRIME AND SUBCONTRACTOR(S)

Detroit headquartered business 20 points

Detroit based business 10 points

Maximum points for Phase Three not to exceed twenty (20) points

Evaluation points will be given for businesses that are certified as either Detroit-Based or Detroit-Headquartered by the City of Detroit's Civil Rights, Inclusion & Opportunity Department (CRIO). The appropriate CRIO certification must be attached to the proposal to receive the allotted points.

11. EVALUATION PROCEDURE

After evaluating the proposal, oral presentations may be scheduled with the respondents. A final determination will be made after the oral presentations are complete.

Following the receipt of proposals, a City designated Evaluation Committee will evaluate each response. All PROPOSALS, which meet the required format of this RFP, will be evaluated. Any Proposals determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless the City determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the Respondent is acceptable. The City may also at its discretion, request oral presentations, make site visits at Respondent's facility and may request a demonstration of Respondent's operations. If scheduled, a final determination will be made after the oral presentations and/or demonstrations are complete. The City may also at its sole discretion, elect to rank order the qualified proposals, and negotiate with some limited number of the highest scored qualified



respondents. A final determination would include the cumulative inputs of this evaluation procedure. All decisions reached by the Evaluation Committee will be by consensus.

12. CONTRACT APPROVAL

Upon contract award, the City and the respondent shall execute a Professional Services Contract, which shall contain all contractual terms and conditions in a form provided by the City. No contract shall become effective until the contract has been approved by the required City Departments and Detroit City Council and signed by the City of Detroit Chief Procurement Officer. Prior to the completion of this approval process, the respondent shall have no authority to begin work under the contract. The Chief Financial Officer shall not authorize any payments to the respondent prior to such approvals; nor shall the City incur any liability to reimburse the respondent regarding any expenditure for the purchase of materials or the payment of services.

13. REQUIRED SUBMITTAL INFORMATION

Technical Proposal and separate Cost Proposal (i.e., organizational chart, resumes, client list, brochures, cover letter, executive summary, etc.). The Technical Proposal shall include the information requested in Section 8, Scope of Work.

14. SUBMITTAL INSTRUCTIONS

All proposals must be submitted through the Oracle system. Each respondent is responsible for ensuring that its proposal is received by the City on a timely basis. **Faxed or mailed proposals will not be accepted.**

Firms shall not distribute their proposals to any other City office or City employee. Proposals received become the property of the City. The City is not responsible for any costs associated with preparation or submission of proposals. All proposals submitted by the due date will be recorded in the Oracle System. Responses received **will not** be available for review. Proposals received will be subject to disclosure under applicable Freedom of Information Act. An officer of the company authorized to bind the company to a contractual obligation with the City must sign the proposals in the Oracle System. The contact person regarding the proposal should also be specified by name, title, and phone number. The successful respondent will receive an award letter. Respondents who are not awarded will receive a notification that the award decision has been made.

15. PREPARATION OF PROPOSAL

The proposal shall include all forms as specified in these instructions. Each proposal shall show the full legal name and businesses address of the prospective respondent, including street address if different from mailing address, and shall be signed and dated by the person or persons authorized to bind the prospective respondent. Proposals by a partnership or joint venture shall list the full names and addresses of all parties to the joint venture. The state of incorporation shall be shown for each corporation that is a party to the proposed joint venture.

Respondent shall provide notice in its proposal to take exception to any requirement of the RFP. Should a respondent be in doubt as to the true meaning of any portion of this RFP or find any patent ambiguity, inconsistency, or omission herein, the respondent must make a written request for an official interpretation or correction in accordance with the instructions for submitting questions as specified in this RFP.



Respondents are advised that no oral interpretation, information or instruction by an officer or employee of the City of Detroit shall be binding upon the City of Detroit.

16. REQUIRED CONTENT

Bid responses must include the following content:

Letter of Transmittal

The prospective respondent's proposal shall include a letter of transmittal signed by an individual or individuals authorized to bind the prospective respondent contractually. The letter must state that the proposal will remain firm for a period of one hundred twenty (120) days from its due date and thereafter until the prospective respondent withdraws it, or a contract is executed, or the procurement is terminated by the City of Detroit, whichever occurs first.

Required Clearances and Affidavits

Affidavits and the following clearances are required to do business with the City of Detroit. Approved clearances are not required to submit a response to the RFP but will be required of the successful respondent prior to City Council approval.

Respondents must submit requests for clearances electronically via a link in the bid response Requirement Section in Oracle.

Required Clearances
Income Tax
Revenue Tax

Accuracy and Completeness of Information

All information pertaining to the prospective respondent's approach in meeting the requirements of the RFP shall be organized and presented in the prospective respondent's proposal. The instructions contained in this RFP must be strictly followed.

Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and may be considered in the evaluation. Since all or a portion of the successful proposal may be incorporated into any ensuing contract, all prospective respondents are further cautioned not to make any claims or statements that cannot be subsequently included in a legally binding agreement.

In your introduction, please include, at a minimum, the following information and/or documentation:

- ☐ A statement to the effect that your proposal is in response to this RFP;
- ☐ A brief description of your firm;
- ☐ The location of the firm's principal place of business and, if different, the location of the place of performance of the contract;
- ☐ A commitment to perform the requested work in accordance with the requirements outlined in this RFP;
- ☐ The name and contact information of the of the firm's partner and or manager(s) that will be in charge of this project;
- ☐ The firm's financial solvency, fiscal responsibility and financial capability;



- ☐ The age of the firm's business and the average number of employees during each of the last five (5) years;
- ☐ The firm's current tax status and Federal Employer Identification Number; and
- ☐ Evidence of any licenses or registrations required to provide the services under this contract.

17. REQUIRED FORMAT

To be considered responsive, each proposal must, at a minimum, respond to the following RFP sections in their entirety:

- ☐ Overall Scope of Work and Operational Responsibilities;
- ☐ Respondents Performance History;
- ☐ Proposal Submission Procedure; and
- ☐ Certificate of Good Corporate Standing, if a corporation Evaluation of the respondent's proposal will be made in accordance with Section 10 of this RFP.

18. REQUIRED COST PROPOSAL

Respondents are requested to make a firm cost proposal to the City of Detroit for any services the company may offer that is not covered by the rates set forth in Attachment B (e.g., loader service, towing jobs beyond the Metro-Detroit Area). If a contract is entered into as a result of this RFP, it will be a contract for fees as related to providing all requested services, with a price not to exceed the total price quoted in the proposal. The City of Detroit reserves the right to select proposals from the most responsible respondents with the most reasonable costs. The City reserves the right to select one or more firms to perform all or separate parts of this function

Indicate the fees you will charge to perform the services. Attach a schedule of fees or hourly rates broken out for each type of staff member that will work on the project (i.e., Sr. Partner, Partner, Associate Paralegal Typist, etc.)

19. TECHNICAL APPROACH

Present a brief description of procedures to be followed, presented in a form which will best assist the City is evaluating your firm's ability to identify, evaluate and communicate while providing the requested services, e.g. fees.

20. QUESTION DEADLINE

All questions regarding the RFP shall be submitted through the Oracle System. Respondents shall provide notice to take exception to any requirements of the Request for Proposals. Such exceptions may reflect negatively on the evaluation of the Proposal. The City of Detroit does not guarantee a response to questions not submitted after the question deadline.

21. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically providing a straight forward, concise description of the contractor's ability to meet the requirements of the RFP. Emphasis should be on the completeness and clarity of content.

22. PAYMENT

All properly executed invoices submitted by the successful respondent will be paid in accordance with the City of Detroit Prompt Payment Ordinance.



23. ORAL PRESENTATION/DEMONSTRATION

The City reserves the right, at its own discretion, to request Oral Presentations regarding proposals submitted in response to the RFP. Failure to make an oral presentation will be grounds for rejection of your proposal. Proponents will be notified by the Office of Contracting and Procurement of the date, time and location for Oral Presentations.

24. ASSIGNMENT

The services to be performed by the respondent shall not be assigned, sublet, or transferred, nor shall the respondent assign any monies due or to become due to him under any contract entered into with the City pursuant to these specifications, without prior written approval of the City.

25. MISCELLANEOUS

It shall be the responsibility of the respondent to thoroughly familiarize themselves with the provisions of these specifications. After executing the contract, no consideration will be given to any claim of misunderstanding.

The respondent agrees to abide by the rules and regulations as prescribed herein by the City as the same now exists or may hereafter from time-to-time be changed in writing.

The City strongly encourages the hiring of Detroit residents whenever possible by contacting Detroit At Work for your hiring needs. Visit the Detroit At Work website at www.detroitatwork.com for specific contact information regarding these opportunities.

26. MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL

The City reserves the right to modify the services provided by the respondent awarded a contract. Any modification and resulting changes in pricing shall be made by amendment to the contract by the respondent and the City.

27. BID DEPOSIT & PERFORMANCE BOND)

N/A

28. CHANGES IN FACTS

Proposers shall advise the City during the time the Proposal is open for consideration of any changes in the principal officers, organization, financial ability of, or any other facts presented in the proposal with respect to the proposer or the proposal immediately upon occurrence.

29. CONFIDENTIALITY OF PROPOSALS

Proposals shall be opened with reasonable precautions to avoid disclosure of contents to competing offers during the process of evaluation. Once proposals have been recorded they are subject disclosure as per the requirements of the Michigan Freedom of Information Act.

30. NEWS RELEASE

News releases pertaining to these proposal specifications or the provisions to which they relate shall not be made without prior approval of the City and then only in coordination with the City.

**31. REJECTIONS, MODIFICATIONS, CANCELLATIONS**

The City of Detroit expressly reserves the right to: 1) accept or reject, in whole or in part, any and all proposals received; 2) waive any non-conformity; 3) re-advertise for proposals; 4) withhold the award for any reason the City determines; 5) cancel and/or postpone the request for proposals, in part or in its entirety, and/or, 6) take any other appropriate action that is in the best interest of the City. This RFP does not commit the City of Detroit to award a contract, to pay any cost incurred in the preparation of a proposal under this request, or to procure or contract for services.

32. OFFICE OF INSPECTOR GENERAL

- 32.01 In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.
- 32.02 This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.
- 32.03 A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.
- 32.04 Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.
- 32.05 In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.
- 32.06 Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.
- 32.07 As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then



the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

For purposes of this Article¹

¹ “Public Servant” means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract.

RFP 22PC182115
Attachment A

1. Preamble

The City of Detroit is responsible for maintaining clean, safe, and functional streets. Citizens are entitled to a well-managed vehicle towing system that affords them a high level of customer service, convenience, courtesy, and professionalism. Accordingly, the City will award contracts to a number of private tow companies to provide police authorized towing services for the Detroit Police Department (DPD).

These Rules are not a contract. However, a firm receiving a contract for towing services agrees that the Services will be performed in accordance with the RFP and these Rules. Sections 3, 8, 9, 10, 11, 12, and 13 of these Rules are incorporated into City of Detroit contracts awarded to police authorized towers in accordance with the City's procurement policies and practices. To the extent of any conflict between the contract and these Rules, the contract governs.

2. Application / Process

Contracts will be awarded to prospective towers in accordance with the City's procurement policies and practices. Eligible companies may (1) apply for a contract to tow and, where appropriate, store vehicles at the company's tow lot, or (2) apply for a contract to only tow vehicles for the DPD to one of the DPD's tow lots and not be responsible for storing the vehicle.

The Office of Contracting and Procurement (OCP) shall oversee the application and selection process of all police authorized towers. Any contract awarded shall be subject to the approval of the Law Department, Chief Procurement Officer of OCP, and the Detroit City Council.

All prospective towers shall submit at a minimum the following items when submitting a proposal for a contract to provide towing and recovery services as a police authorized tower:

- A full, thorough, and complete proposal in accordance with the OCP's procurement protocols.
- An organizational chart establishing the corporate hierarchy of the prospective tower.
- Background clearances for all owners, directors, managers, and employees of the company.
- Evidence sufficient to show that the company is properly insured.
- List of all licenses held.
- List of all tow trucks owned and leased by the company.
- List of any special, on-site equipment.
- A list of all activities that may be conducted at the tower's premises. If any activities require additional zoning clearances or special licensure, proof that the company is appropriately zoned and licensed to conduct the stated activities.
- Property tax clearance of all properties the company will be using to provide police authorized towing services, including the company's office as well as any yards that will be used by the company to store vehicles.
- Copy of current deed to all properties that will be used by the tower for customer service operations or the storage of vehicles.
- The company's income tax clearance.
- Proof of certification as a Detroit-based business.
- Proof that the company's office and storage facilities are located in the city of Detroit.

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- An accounting sufficient to demonstrate that the company has paid all administrative fees due to the City.¹

3. Disclosures

All prospective towers must make the following disclosures, and update them as stated below, with respect to all owners, directors, managers, and employees of the company:

- All companies or business entities in which any owner, director, manager, or employee has a financial interest.
- A list of any and all civil cases (pending and closed) where the company or any of the company's owner, directors, managers, and employees have been named as a defendant.
- Any owner, director, manager, or employee that has any of the following on his / her criminal history:
 - Any felony offenses within the last seven years;
 - Any misdemeanor offenses within the last three years;
 - Any offense that pertains to the alteration or removal of a vehicle's identification numbers, theft and / or damage to vehicles, unlawful possession of burglary tools, theft, robbery, arson, extortion, forgery, and / or burglary.
 - Any offense for which an individual must register as a sex offender.

All selected towers must notify the DPD Tow Monitor in writing in the event any of the information required under Article 2 or Article 3 changes. This includes, but is not limited to, the hiring of new employees, managers, directors, etc.

No more than one contract will be awarded per location. Furthermore, contracts shall be awarded in such manner to ensure that no two contractors are in close proximity to each other. Furthermore, there will be no cross-ownership or common ownership to any extent between tow companies awarded contracts. This includes but is not limited to ownership interests by members of the same family (e.g., spouse, siblings, parent, or child). Furthermore, except as authorized through a DPD approved subcontracting agreement, police authorized towers are prohibited from sharing equipment, resources, or personnel to provide services as a police authorized tower. The intent of this provision is to ensure that the operations of each tow company are clearly distinguishable from each other and to better ensure an equitable distribution of tows.

Each police authorized tower acknowledges and agrees that holding such a contract is not a guarantee that any particular number of tows will be assigned to it and agrees that neither it nor any person under its control or who acts as an agent for it will initiate any action against the City, under any legal theory, based on a claim that it has failed to receive any particular number or share of tows. Accordingly, while the DPD will endeavor to ensure an equitable distribution of tows, the DPD makes no warranties or representations concerning tow distribution, and all police authorized towers expressly release the City of Detroit from any claims relating to towing procedures or tow distributions.

References in these Rules to the City of Detroit includes all its departments, boards and commissions, including the DPD, and all City / DPD / Board employees and agents.

¹ Any documentation submitted will be subject to the review and approval of the Office of the Chief Financial Officer and the Detroit Police Department. Applicants must submit any requested supporting documentation upon request.

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4. Disqualifying Factors

No tow company will be considered if any of the following apply:

- The tow company has been debarred by the Office of the Inspector General and the debarment order is still in effect;
- The Board of Police Commissioners has refused to renew, suspended, and / or terminated any permit authorizing the company to tow for the Detroit Police Department within the past 7 years.

5. Pending Investigations

The DPD Tow Monitor shall advise the Office of the Inspector General, the Board of Police Commissioners, and / or the committee evaluating proposals of any investigations currently pending against any tow company. The DPD Tow Monitor is authorized to seek advice from the Law Department in deciding the appropriate course of action.

6. Requests for Additional Information

The City / DPD in its discretion may issue additional requests for information as part of the proposal process. Compliance with any such requests shall be mandatory.

7. Additional Requirements

The Office of Contracting and Procurement may in its discretion impose additional requirements prior to approving a contract.

8. Indemnification

All police authorized tow companies shall be solely responsible for and indemnify, defend and hold harmless the City of Detroit from and against all losses, liabilities, claims, causes of action, damages or costs, including any related expenses and attorney fees, for or on account of injuries to or death of any person and / or any property damage alleged to have been sustained in connection with the tow company's performance or failure to perform its contractual obligations.

All police authorized tow companies expressly assume all the risks and dangers of the activities authorized by a contract to perform police authorized towing services. The companies release, waive, and discharge the City of Detroit from all liabilities, claims, demands, actions, or causes of action whatsoever arising out of any damages, loss, or injury to the police authorized tower or to its property while participating in any of the activities authorized pursuant to its contract to perform police authorized towing services, regardless if such damage, loss, or injury results from the negligence of those released or from any other cause.

All police authorized tow companies must defend, indemnify, and hold harmless the City of Detroit from any loss, liability, damage, or costs, including court costs and attorney fees, that the City may incur due to the activities of the tower as a police authorized tower, whether caused by the tower's negligence or otherwise.

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All police authorized tow companies must defend, indemnify and hold harmless the City of Detroit from all claims arising out of the improper release of a vehicle. Such claims include, but are not limited to, claims alleging the release of a vehicle to a person without proper evidence of ownership.

As part of the process for awarding contracts, the Office of Contracting and Procurement may in its discretion modify or expand the language or breadth of this provision.

9. Invoice Submissions

Selected tow companies must comply with the City's policies related to the submission of invoices.

10. Rotational Towing System

The Police Towing and Impound Unit shall serve as the Department's primary towing service.² When DPD Towing is not available, private towers shall be utilized in a manner consistent with these rules and in accordance with local, state, and federal laws.

Police authorized towing companies shall be dispatched to scenes where towing services are required³ on a rotational basis according to the following rules:

a. General Tows

To the extent feasible, each authorized tower will tow on a rotational basis within the precinct in which they are located. Precincts lacking adequate authorized tow companies to cover their respective areas shall have towers assigned on the basis of their geographical distance to the actual precinct station.

b. Evidence Tows

The Department shall maintain a separate rotation for the towing of evidence vehicles. Vehicles towed as evidence must be conveyed to 11631 Mt. Elliott Ct. or to another site as designated by the DPD. The tow company shall be compensated according to the City's authorized towing rates. The rotation for evidence tows shall be constructed according to the same standards set forth in Article 6a of these Rules. However, tow companies may be temporarily removed from the towing rotation in the event the money on the company's contract is depleted or the contract expires.

c. Forfeiture Tows

The Department shall maintain a separate rotation for the towing of forfeiture vehicles. Vehicles towed for forfeiture must be conveyed to 9425 Grinnell or to another site as designated by the DPD. The tow company shall be compensated according to the City's authorized towing rates. The rotation for forfeiture tows shall be constructed according to the same standards set forth in Article 6a of these Rules. However, tow

² Absent change of circumstances, the Department will deploy its tow trucks in such manner and subject to the same conditions, reservations, and discretions as set forth in the Chief of Police James E. Craig's letter to the Detroit City Council, dated May 4, 2020.

³ The Department will only dispatch one towing company to each scene where towing services are required. It shall be the responsibility of the tow company to respond with sufficient equipment to address the towing and recovery needs of the DPD.

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companies may be temporarily removed from the towing rotation in the event the money on the company's contract is depleted or the contract expires.

d. Heavy Duty Tows

The Department shall maintain a separate rotation for the towing of vehicles weighing 10,000 lbs. or more and where removal of the vehicle requires a heavy duty tow truck. The heavy duty tow rotation shall be purely rotational and not based on geographic area.

e. Detail Tows

Details include any instance where a tow truck will be required to be on scene or on standby and a minimum of three vehicles will be towed. This includes raids, blitzes, events, or other special deployment activities. The command requesting the Detail Tow will file the appropriate request with the appropriate DPD entity. A rotation specific to the detail will then be constructed. The tow company will be notified and the control number given directly to the tow company. A supervisor assigned to the detail is responsible for ensuring proper administration of the detail.

f. Other Assignments

The Department may require an authorized tower to keep one or more tow trucks on standby in the downtown area or other location for an extended period of time. Tow companies will be assigned to cover such details for a one week period on a rotational basis. In the event the tow truck is needed for a detail under this provision, the company assigned to cover the week will be notified and must supply the requested coverage.

g. Tow Response Time

Tow companies shall respond with the appropriate equipment to the designated point of tow within 20 minutes of dispatch. A tow company providing heavy duty services shall respond within 35 minutes of the request for heavy duty towing services.

Towers shall be responsible for tracking their response times and shall notify the DPD Tow Monitor in writing of every instance in which the tower failed to respond within the required timeframe. The notification shall include the reason for the delay and the corrective action taken.

h. Cancellation Protocols

The DPD shall promptly cancel a tower once information is received that the tow is no longer needed. In such circumstances, the tower shall be placed at the top of the rotation and shall receive the next towing opportunity.

Towers that are cancelled for excessive response time shall be placed back into the rotation in the same manner as if they had handled the tow.

The tow company shall notify the DPD Tow Monitor in writing each time a tow is cancelled so that the DPD Tow Monitor may follow up to ensure the rotation was appropriately updated. The notification must

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be sent within 24 hours of the event and include the date / time of the tow and the cancellation. Tow companies that fail to make this notification may be subject to discipline, including but not limited to forfeiture of any tow opportunity it may have been entitled to had the rotation been appropriately updated.

i. Unfulfilled Towing Assignments

Towing assignments that cannot be fulfilled by the contractor originally called must be referred back to the DPD Dispatch Center for reassignment and may not be reassigned by the contractor. In the event such an occurrence takes place, the Tow Company shall notify the DPD Tow Monitor in writing within 24 hours of the occurrence. The notification shall include the date / time of the call for service, the reason the assignment could not be fulfilled, and any corrective action by the tow company to ensure such an occurrence does not again take place. In his / her discretion, the DPD Tow Monitor may impose a summary suspension of up to one week for each occurrence. The DPD Tow Monitor shall notify the DPD and the Board of Police Commissioners each time such a suspension is imposed.

11. Standards for Police Authorized Towers

a. Agreement to the Rules for Police Authorized Towers

All police authorized towers are bound by these Rules. All towers must immediately report any apparent violations of these Rules to the DPD Tow Monitor. Such notifications must be sent by e-mail to the DPD Tow Monitor.

The DPD Tow Monitor shall conduct a Tower Orientation Session, which will include an overview of the requirements mandated by the Department. All police authorized towers must attend this orientation session.

b. General Requirements

In addition to any other requirements set forth in these Rules, all tow companies must agree to operate in accordance with the highest industry standards and practices. All tow companies shall remain available to respond to calls for service as set forth in these Rules 24 hours a day, seven days a week. All selected tow companies must accommodate special tow programs and City-sponsored events.

Police authorized towers shall remain open for the release of vehicles from 7:00 a.m. – 10:00 p.m., Monday-Saturday. In the event the hours of operation of DPD tow lots are reduced, the hours during which police authorized towers must remain open for the release of vehicles shall be reduced to the same extent. Under no circumstances shall a police authorized tower be required to remain open for the release of vehicles beyond those hours required for DPD tow lots. It is the express intent of this provision to ensure that citizens have the same degree of access to their vehicles regardless of whether the vehicle is stored on a private tower's lot or a DPD tow lot.

Tow companies must conduct themselves in a professional manner at all times and may not cause the public unreasonable delay either on the phone or in person.

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c. Adherence to the DPD's Tow Rotations

All police authorized towers have an obligation to help ensure the integrity of the DPD's rotational towing system. No vehicles shall be towed, nor any services rendered, without authorization from the DPD's dispatching center. Tow companies must take reasonable measures toward ensuring that the individual requesting towing and recovery services is acting on behalf of the DPD's Dispatch Center.

In the event a tow company is contacted by someone other than the DPD's dispatching center, the tow company shall refer the requesting member to the DPD's dispatch center and notify the DPD Tow Monitor as soon as possible in writing.

d. Requirement to Report the Misconduct of DPD Members

When a tow company receives information that a DPD member has engaged or is engaging in misconduct, the company shall notify the DPD Tow Monitor as soon as possible in writing.

In addition, tow companies are obligated to report fraudulent or illegal conduct to the City's Inspector General.

e. Capacity

All police authorized towers must have sufficient facilities, equipment, and personnel to perform any towing and recovery service requested by the DPD. All tow companies must have the capacity to respond to the scene where services are being requested with the appropriate equipment within 20 minutes of the time of the dispatch.

In the event a job is declined due to a lack of adequate space, equipment, or personnel, the DPD Tow Monitor may in his / her discretion suspend the police authorized tower for up to one week. The DPDTow Monitor shall notify the Board of Police Commissioners each time such a suspension is issued.

f. Tow Trucks, Machinery, and other Equipment

Selected tow companies may either own or lease their towing equipment, provided the equipment is adequate and properly insured. Police authorized towers may not subcontract or assign any of the services required under their contracts.

g. Facilities

Police Authorized Towers must provide convenient, well-managed, and courteously operated storage facilities for vehicles ordered impounded by the DPD. Tow companies shall maintain an office at each storage facility with sufficient space for all necessary business capabilities. Tow companies must maintain computers with software capabilities to collect vehicle information and other data, telephones, fax machines for servicing the customer and the Department. All customer service phone lines shall be recorded. The recordings shall be retained for no less than 30 days.

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Tow companies must maintain a toilet facility for use by customers. Police Authorized Towers shall be responsible for securing the facilities and for the safety and security of all towed vehicles. Tow companies shall install and maintain a digital video recording system of the customer service area that includes audio. Each yard / storage facility shall include a digital video recording system but will not require audio. All video and recordings shall be retained for not less than 45 days.

Police authorized towers may own or lease their storage facilities, provided the land and structures that make up the facilities comply with all local, state, and federal requirements. All police authorized towers shall operate and maintain their facilities in accordance with all applicable zoning requirements, local, state, and federal law.

The City shall have the right to enter the tow company's facilities at any time for purposes of inspecting the premises, vehicles on site, audio / video recordings, and any records pertaining to any vehicles being stored at the location.

To facilitate audits and inspections by DPD personnel, all vehicles ordered impounded by the DPD that are being stored by a selected tower shall be stored on the lot in an area that is separate and apart from any other vehicles stored on the premises.

h. Posting of Required Information

Towing companies must purchase and post signage as directed by the DPD Tow Monitor. The signage shall be conspicuously posted in all customer service areas.

i. Records

All police authorized towers must capture and maintain full and complete records on each vehicle for a period of not less than five years following the release of the vehicle. The data shall be stored electronically and will be subject to inspection and audit with or without notice.⁴ All tow companies must provide copies of records upon request.

Tow companies shall be required to photograph all vehicles prior to hook up and after the vehicle has been taken off the tow truck and placed at the lot. Each set of photographs must include the entire exterior of the vehicle, any areas damaged by the tow truck, and of the interior of the vehicle (as viewed from outside the vehicle). Photographs shall be maintained for a period of not less than five years after the vehicle has been released from the company's possession. The photographs shall be maintained with the vehicles file.

If the City procures specialized tow management software, the tow company must take all steps necessary to adapt its operations so that any vehicle ordered towed by the DPD is entered into the system in accordance with the City's / DPD's directives.

All selected tow companies shall maintain, in accordance with generally accepted accounting principles, complete and accurate books of account and records relating to all items of income received and expenses incurred in regard to police authorized towing. Such books of account and records shall be maintained at

⁴ The tow company must maintain records in such manner to permit searches based on date of impound, VIN, vehicle description, and impound location.

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the site approved by the City. Authorized tow companies will be required to provide the City with a copy of their annual financial statement.

j. Audits

The City and / or the DPD reserve the right to audit the books and records of each tow company in order to ensure compliance with these rules. This review may include, but may not be limited to, all monies collected by the tow company under the contract and auction procedures.

k. Fees

The City of Detroit, via its City Council and / or tow rate commission, shall determine the towing and storage fees that Police Authorized Towers may charge.

Tow companies must accept cash and at least three major credit cards, and the fees for cash and credit cards shall be the same. Any fees or losses resulting from such transactions shall be processed in accordance with normal business practices and shall in no event be the responsibility of the City. As part of the release of any police authorized tow, tow companies must create an invoice that itemizes all of the services rendered and fees assessed against the vehicle. Tow companies must issue sequential receipts, which shall be attached to the invoice.

Selected tow companies must promptly return vehicles when presented with the following:

- Payment of fees;
- Proof of ownership or authority to redeem the vehicle;
- Proof of insurance if the individual redeeming the vehicle desires to drive the vehicle off of the lot; and
- Proof that a tow company is properly licensed to operate if the individual redeeming the vehicle desires to have the vehicle towed off of the lot.

Tow companies are free to advertise and offer their services to any customer following the release of any vehicle ordered impounded by the Department. Under no circumstances, however, shall the prompt release of a customer's vehicle be conditioned on the acceptance of such services. To ensure compliance with this rule, no towing company may provide additional services without first providing notice to the customer that (1) the customer may obtain release of the vehicle for the amount listed on the towing invoice, (2) the customer is not obligated to employ the tow company to perform any additional towing services as a condition of releasing the vehicle, and (3) that the customer is free to hire a tow company of their own choosing. A copy of the notice, signed by the customer, shall be kept on file with the tow company.

l. Fee Reductions and Waivers

The DPD Tow Monitor may direct a tow company to reduce or waive fees for any legitimate reason. The tow company may request the DPD Tow Monitor to issue his / her directive in writing and to state the reason for the fee waiver or reduction. The term "legitimate reason" includes, but is not limited to, the following:

- The owner of the vehicle is experiencing financial or other form of hardship;

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- A member of the Department erred in ordering the vehicle impounded;
- The owner or lessee of a vehicle was not properly notified that the vehicle had been recovered.

In the event the DPD Tow Monitor requests a reduction in fees in excess of what is owed in storage, he / she shall ensure the tow company is given an additional tow opportunity. A form specific to fee waivers / reductions in situations involving stolen vehicles is attached for informational purposes.

m. Insurance Requirements

Police authorized towers must maintain, at a minimum and at its own expense, the following insurance:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
Workers Compensation	Michigan statutory minimum
Employers Liability	\$500,000 minimum each disease \$500,000 minimum each person \$500,000 minimum each accident
Commercial General Liability Insurance	\$1 million each occurrence \$2 million aggregate Coverage is to include blanket contractual liability
Garage Keeper's Legal Liability Insurance	\$50,000.00
Automobile Liability	\$1 million combined single insurance (covering limit for bodily injury for all owned, hired and property damage to non-owned vehicles with personal and protection insurance including residual liability insurance under Michigan No Fault Insurance Law.

To the extent that the Office of Contracts and Procurement or local, state, or federal law imposes requirements in excess of those stated above, the tow company must comply with such requirements.

The City reserves the right to change the insurance requirements. However, the City / DPD must provide at least 30 days' notice of such changes.

n. Auctions

As a condition to holding a contract as a police authorized tower, the tow company shall maintain an account with the State of Michigan necessary for the State to issue Tr-52's / Bill of Sale. Upon receiving information that a company has failed to maintain the necessary account, the DPD Tow Monitor shall immediately suspend the company from police authorized towing activities. A tow company may request reinstatement after re-establishing the appropriate account with the State. All tow companies will be required to cooperate with the Department and comply with the Department's protocols with regard to abandoned vehicle sales.

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o. Tow Release Procedures

The Department shall provide the public with a Department telephone number that citizens may call to obtain information on towed vehicles. Tow companies must promptly return vehicles when presented with sufficient proof of payment and ownership pursuant to applicable law and any guidelines provided by the City and designated department personnel.

p. Holds

Members of the Department are authorized to place holds on vehicles or other items towed to a police authorized tower's facility. Holds must be communicated in writing by officer requesting the hold to the tow company. In the event the officer requesting the hold fails to notify the tow company in writing, the Tow Company shall promptly notify the DPD Tow Monitor of the occurrence and shall be guided by the DPD Tow Monitor's direction. Where a proper hold has been applied to a vehicle or other item, the tow company must not release the vehicle without written authorization from the Department.

q. Unclaimed Vehicles

Police authorized towers must maintain a list of all vehicles that have remained unclaimed for a period of seven days or more. The list shall be in a format prescribed by the Department and shall be transmitted to a prescribed e-mail address by the noon each Monday.

12. Monitoring Process

The Department, with input from the Board, will monitor the towing process and may appoint a Tow Monitor. If a Tow Monitor is appointed, he / she will select a team of sworn and / or civilian personnel who will serve as an investigation unit and liaison between all tow companies and the City of Detroit. This team will also be responsible for monitoring tow company performance by conducting site visits and will report any apparent deficiencies or violations of these standards to the Board and, where appropriate, to the Office of Contracts and Procurements, and to the Office of the Inspector General.

No tower shall attempt to seek legal advice from the DPD Tow Monitor or any city employee or official. In his / her discretion, the DPD Tow Monitor may issue advisory letters in response to questions asked by contracted towers based on his / her interpretation of these rules.

Except for formal advisory letters issued by the DPD Tow Monitor, tow companies are strictly prohibited from attempting to use any statements issued by the DPD Tow Monitor or any City employee or official to explain or justify any deviation or violation of these rules.

Furthermore, no City employee or official, including but not limited to the DPD Tow Monitor, has the authority to authorize a tower to violate the governing contract, these Rules, or local, state, or federal laws. It is the sole responsibility of the contracted company to ensure compliance with the foregoing.

13. Legal Considerations

a. Conflicts of Interest

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The following are strictly prohibited:

- (i) For any officer, agent, or employee of the City (including but not limited to police officers) or any other public official to hold any personal or financial interest, directly or indirectly in any Police Authorized Tower.
- (ii) For any Police Authorized Tow company to hire or retain the services of any employee of the DPD, or any Board member, at a time when such person is a public employee or official or for a period of at least one year thereafter.
- (iii) For any Police Authorized Tow company to hire any person with an interest that could possibly conflict in any manner with the performance of an authorized tower's responsibilities pursuant to a towing contract.

b. Non-Transferability

Any contract to provide towing services to the City cannot be transferred, sold, subcontracted, or assigned to any other person or entity. Selected tow companies must notify the Department of any intent to sell, or in any manner transfer, the entire company, 10% or more of the company's assets or outstanding stock, or if there is a change in any of the partners, owners, or officers of the company.

c. Termination and Suspension

The City reserves the right to terminate or suspend any towing contract for convenience or for cause, without notice and without any right to a hearing.

In the event the DPD Tow Monitor suspends or terminates a towing contract without the involvement of the Office of Contracting and Procurement, the DPD Tow Monitor shall immediately file a memorandum with the Board of Police Commissioners explaining the decision to take such action. The Board in its discretion may convene a hearing and may either affirm the DPD Tow Monitor's decision or request that the DPD Tow Monitor rescind the suspension or termination.

[DPD LETTERHEAD]

**APPLICATION BY VEHICLE OWNER FOR A POVERTY
WAIVER OF DETROIT POLICE DEPARTMENT AUTHORIZED
TOWING AND STORAGE FEES**

The Detroit Police Department (DPD) has implemented a discretionary program allowing owners of vehicles stolen in the city of Detroit to apply for a poverty waiver for DPD authorized towing and storage fees.

If your vehicle was stolen, and, for reasons of poverty you are unable to pay the towing and storage fees to retrieve it, you may be eligible for a waiver. **Please Note:** You are still required to pay the \$75 administrative fee.

To qualify for the waiver, your annual household income (determined based on the incomes of all members of the household) must be less than the amounts listed below - which represent the current poverty threshold. For households larger than 8, add \$4,749.00 for each household member:

Number in Household	Maximum Income
1	\$17,774.00
2	\$21,427.00
3	\$23,717.00
4	\$27,560.00
5	\$31,040.00
6	\$35,580.00
7	\$40,120.00
8	\$44,660.00

PART I - PERSONAL INFORMATION

1. Applicant's Name _____
2. Applicant's Driver's License Number _____
3. Daytime Phone Number _____ 4. Age _____
5. Street Address _____
6. Total number of individuals in your household _____

PART 2 – VEHICLE AND TOWING INFORMATION

1. License Plate Number _____

2. Make, Model and Color _____
3. Name of Registered Owner _____
4. Name and contact information for insurance carrier _____

5. Do you have "comprehensive" insurance or other insurance coverage for towing and storage fees? _____
6. Name, address and phone number of the towing company _____

7. Date the vehicle was reported to DPD as stolen _____
8. Towing fees _____ Storage fees _____

PART 3 – SUPPORTING DOCUMENTATION.

Provide at least one of the following documents to support your poverty claim:

- (i) Most recent federal income tax return
- (ii) SSI/SSA/SSD (letter or 1099)
- (iii) FIA/DHS (award letter, including food stamps award letter) **or**
- (iv) Other documents supporting the application

PART 4 – SIGNATURE AND VERIFICATION

The undersigned vehicle owner ("Applicant") hereby applies for a hardship waiver. Applicant certifies, under the penalty of perjury, that all information in this application is true, correct, and complete. Any Applicant who provides false, misleading, or incomplete information will be prosecuted to the full extent of the law. Failure to cooperate fully is grounds for denial of the application.

Signature: _____

Print name: _____

Date: _____

PART 6 – NOTICE OF APPEAL RIGHTS.

If your application is denied, you can appeal in writing, within 30 days, to the
City of Detroit Board of Police Commissioners **via email:**
_____ **or first class**
mail: _____
_____.

FOR DPD USE ONLY - DECISION AND REASONS

The application is:

- ☐ Granted
- ☐ Denied for the following reasons:

Signature: _____

Name and Rank: _____

Date: _____